



## **Important Information**

**Home Owners GOLD – Vacant Land**

**1 November 2021**

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## About the Insurer

First American Title Insurance Company of Australia Pty Limited (trading as “First Title”) provides Title insurance coverage to purchasers, owners and lenders in Australia in respect of residential and commercial Property. First Title is authorised by the Australian Prudential Regulation Authority to carry on insurance business in Australia, and holds an Australian Financial Services Licence (AFSL), number 263876 issued by the Australian Securities and Investments Commission. The AFSL authorises First Title to provide financial product advice for general insurance products and to deal by issuing, applying for, acquiring, varying or disposing in respect of general insurance products to retail and wholesale clients. First Title is part of a worldwide insurance group owned by First American Financial Corporation.

For more information about First Title or the First American Financial Corporation:

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Website: [www.firsttitle.com.au](http://www.firsttitle.com.au)

## Purpose of this Document

This Important Information has been compiled to assist you to make informed decisions about whether to acquire our insurance product. The document has been created for the vacant land version of the Home Owners GOLD Policy.

Before you decide to buy this product from us, please read this Important Information carefully. If you purchase this product, the Policy comprises of the Policy Wording and Schedule. These documents will detail your cover.

The Important Information was current at the date of preparation. First Title may update some of the Important Information from time to time without needing to notify you. You can obtain a copy of any updated Important Information by visiting [www.firsttitle.com.au](http://www.firsttitle.com.au) or by contacting us on 1300 362 178. First Title will give you a free paper copy of any updates if you request them.

**The capitalized terms used in this Important Information are defined in the Policy Wording or the Definitions section of this document.**

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## Policy Wording

Throughout this Important Information you will be referred to a document called Policy Wording. The Policy Wording together with the Policy Schedule and Endorsements are your contract of insurance. The Policy Wording is available at [www.firsttitle.com.au/Contents/policy-documentation](http://www.firsttitle.com.au/Contents/policy-documentation), or you can contact us and we will provide you with a copy of the applicable Policy Wording and your Policy Schedule free of charge.

First Title issues your Policy Wording to you at the time you purchase your Policy. The Policy Wording has changed overtime and may change in the future. Please refer to your Policy Wording and Policy Schedule for details of your cover.

**NOTE → Your vacant land Policy Schedule will contain an Endorsement removing cover for specific coverage features contained in your Policy Wording. Please read this Important Information and your Policy carefully.**

## Definitions

|   |
|---|
| <b>Encroachment or Encroaches</b> means a Structure built across the common boundary between two parcels of Land, including your Land.                      |
| <b>Known Risk</b> where you have actual knowledge of an issue that can negatively affect the Property.  |
| <b>Local Authority</b> means the body that constitutes the local system of government as set out by Laws for the local area where the Property is situated. |
| <b>Policy</b> means the document detailing your cover and includes, your Policy Wording, Schedule and Endorsements.   |
| <b>Policy Wording</b> means terms, conditions and definitions of your cover. Your Policy Wording is not complete without your Schedule and Endorsements.    |
| <b>Property</b> means the vacant Land described in the Policy Schedule.   |
| <b>Structure</b> means a manmade construction of a permanent character fixed to Land. This does not include natural features, such as trees.                |
| <b>Zoning</b> means Local Authority Laws that dictate how you can or cannot use your Property.  |

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## What is Title Insurance?

First Title insures certain Covered Risks that might affect ownership rights and the Title to your Property and its marketability.

The Home Owners GOLD Policy is not an annual policy, does not require renewal and coverage continues even after even after you no longer own your Property Title. The Home Owners GOLD Policy also insures anyone who receives your Title because of your death, or any beneficiaries of a trust that you might create.

Cover extends to the legal defence of the Title to the Property from any challenge related to a covered Risk, including legal costs and expenses as set out in the Policy Wording.

## Duty of Disclosure

Before you enter into a Home Owners GOLD Policy with us, you have a duty, under the *Insurance Contracts Act 1984*, to disclose to First Title any matter you know, or we can reasonably expect you know, which is relevant to First Title's acceptance of your request for cover and to determine the conditions that apply to your Policy.

Your duty does not require disclosure of a matter:

- that diminishes the risk to be covered by First Title
- that is of common knowledge
- that First Title knows or, in the ordinary course of business, ought to know; or
- where First Title waives compliance with your duty.

If you fail to comply with the duty of disclosure in respect of the Policy, First Title may be entitled to reduce its liability under the Policy in respect of a claim or may cancel your Policy. If the non-disclosure is fraudulent, First Title may also have the option of avoiding your Policy from its beginning.

If you are not sure whether you should disclose a matter to First Title, simply contact us and we can discuss this with you.

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## What First Title Insurance Covers for Vacant Land

Cover for properties can vary. Your Policy may not contain all coverage features. In addition, the terms of your Policy may limit the amount we will pay.

A Known Risk arises where you have actual knowledge of an issue that can negatively affect the Property. We do not offer known Risk coverage for the vacant land version of the Homeowners GOLD Policy.

Your Policy does not cover risks that arise because you did not pay full value for your Property.

Your Policy does not cover you for Known Risks contained in the contract to purchase your Property, nor does cover extend to Known Risks noted in any reports or surveys for your Property obtained prior to purchasing your Property.

Your Policy covers you for actual loss as a result of one of the Covered Risks. The following tables show standard coverage under the vacant land version of our Home Owners GOLD Policy.

Coverage features 1 – 16 are for risks occurring before the Policy Date.

Coverage features 17 – 19 are for risks that might occur before or after the Policy Date.

**As coverage may vary, please refer to the Policy Schedule and Policy Wording issued to you for details on your cover.**

## UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE

**PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.**

| COVERAGE FEATURES  | LIMITATIONS AND EXCLUSIONS  | THE MOST WE WILL PAY   |
|--|---|--|
| <p><b>1. Error made by Local Authority in reporting certain charges due in relation to the Property</b></p> <p>Charges covered include unknown and outstanding rates, charges, land tax payable for the Property due to an error by a Local Authority.</p>                     | <p>The coverage is limited to certain debts that link to the Property Title, not personal debts.</p>                            | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss;</li> <li>• \$1,500,000; or</li> <li>• The Policy Amount.</li> </ul> |
| <p><b>2. Error made by Conveyancing Practitioner in reporting certain charges due in relation to the Property</b></p> <p>Charges covered include unknown and outstanding rates, charges, land tax payable for the Property due to an error by a Conveyancing Practitioner.</p> | <p>The coverage is limited to certain debts that link to the Property Title, not personal debts.</p>                            | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss;</li> <li>• \$1,500,000; or</li> <li>• The Policy Amount.</li> </ul> |
| <p><b>3. Compulsory Land acquisition by the government</b></p> <p>Before you purchased the Property and without your knowledge, the government has the right to acquire all or part of the Property under relevant Laws.</p>   | <p>The proposal to compulsorily acquire the Property must have been disclosed in the Public Records before the Policy Date.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss;</li> <li>• \$1,500,000; or</li> <li>• The Policy Amount.</li> </ul> |



## UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE

**PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.**

| COVERAGE FEATURES  | LIMITATIONS AND EXCLUSIONS   | THE MOST WE WILL PAY  |
|--|--|---|
| <p>4. <b>Boundary error or encroachment</b></p> <ul style="list-style-type: none"> <li>Someone else builds a Structure which encroaches on to the Property without your knowledge or consent; or</li> <li>The existing boundaries of the Property are incorrectly recorded with the land titles office.</li> </ul> | <p>The boundary error or encroachment must have occurred before the Policy Date.</p> <p><b>This coverage is <u>not</u> provided if the Property is larger than 50 acres.</b></p>   | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>Your actual loss; or</li> <li>Policy Amount listed in your Policy Schedule.</li> </ul> |
| <p>5. <b>The registered owner of the Property does not match your Policy Schedule</b></p>  |  | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>Your actual loss; or</li> <li>Policy Amount listed in your Policy Schedule.</li> </ul> |
| <p>6. <b>Someone else has an interest or rights to the Property</b></p> <p>Someone else has a Mortgage, court order, Easement, lease, contract, option, right of possession or access rights to the Property.</p>  | <p>The issue which prevents you from becoming the registered owner of the Property must have arisen before the Policy Date.</p> <p>Coverage is <u>NOT</u> provided for interests or rights registered on the Public Record on the Property Title on the Policy Date.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>Your actual loss; or</li> <li>Policy Amount listed in your Policy Schedule.</li> </ul> |

## UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE

**PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.**

| COVERAGE FEATURES  | LIMITATIONS AND EXCLUSIONS   | THE MOST WE WILL PAY  |
|--|--|---|
| <p>7. <b>Someone else lodges a right or interest on the Title to the Property which prevents you from becoming the registered owner</b></p>  |  | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss; or</li> <li>• Policy Amount listed in your Policy Schedule.</li> </ul> |
| <p>8. <b>Marketability</b></p> <p>A Title defect allows another person to refuse to perform a contract to purchase, lease the Property or make a loan secured by a Mortgage over the Property.</p>   | <p>Coverage is <u>NOT</u> provided in respect of business or commercial activities concerning the Property, other than an inability to lease all or part of the Property for residential purposes.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss; or</li> <li>• Policy Amount listed in your Policy Schedule.</li> </ul> |
| <p>9. <b>Fraud or forgery</b></p> <p>Someone else obtains an interest in the Property by:</p> <ul style="list-style-type: none"> <li>• impersonation;</li> <li>• duress;</li> <li>• incapacity;</li> <li>• incompetency; or</li> <li>• fraud.</li> </ul> |  | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss; or</li> <li>• Policy Amount listed in your Policy Schedule.</li> </ul> |

**UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE**

**PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.**

| <b>COVERAGE FEATURES</b>  | <b>LIMITATIONS AND EXCLUSIONS</b> | <b>THE MOST WE WILL PAY</b>   |
|---|-----------------------------------|---|
| <p><b>10. A document is not properly signed</b></p> <p>A document not properly signed affects your interest or rights to the Property.</p>                |                                   | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss; or</li> <li>• Policy Amount listed in your Policy Schedule.</li> </ul> |
| <p><b>11. Defective registration of a document</b></p> <p>Defect registration of a document affects your interest or rights to the Property.</p>          |                                   | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss; or</li> <li>• Policy Amount listed in your Policy Schedule.</li> </ul> |
| <p><b>12. Getting to and from your Property</b></p> <p>You do not have a legal right of access to and from the Property either on foot or by vehicle.</p> |                                   | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss; or</li> <li>• Policy Amount listed in your Policy Schedule.</li> </ul> |

## UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE

**PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.**

| COVERAGE FEATURES   | LIMITATIONS AND EXCLUSIONS  | THE MOST WE WILL PAY  |
|---|---|---|
| <p><b>13. Restrictive Covenants, Restrictions or Easements</b></p> <p>There is an existing agreement or Restriction that does not appear in the Public Records for the use of the Land (in the above categories) that limits the use of the Property.</p>                                 | <p>Restrictive covenant, Restriction or Easement must have existed before the Policy Date.</p> <p>Coverage is <u>NOT</u> provided for Restrictions, Covenants or Easements:</p> <ul style="list-style-type: none"> <li>• registered on the Public Record for the Property on the Policy Date; or</li> <li>• otherwise contained in the Property documents held when you purchased the Property.</li> </ul> <p>For properties located in Queensland, coverage is not provided for Restrictive Covenants.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss; or</li> <li>• Policy Amount listed in your Policy Schedule.</li> </ul> |
| <p><b>14. Use of the Property as your home</b></p> <p>A zoning violation or use restriction prohibits you from using to the Property as your home.</p> <p>For ACT properties only, there is a Crown Lease use covenant violation preventing you from using the Property as your home.</p> | <p>The Policy only provides cover for land zoned for residential purposes.</p> <p>The vacant land Policy does not provide cover for any Structures that may or may not exist on the Property.</p>   | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss; or</li> <li>• Policy Amount listed in your Policy Schedule.</li> </ul> |

**UNKNOWN PROPERTY RISKS OCCURRING BEFORE THE POLICY DATE**

**PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.**

| <b>COVERAGE FEATURES</b>   | <b>LIMITATIONS AND EXCLUSIONS</b> | <b>THE MOST WE WILL PAY</b>   |
|--|-----------------------------------|---|
| 15. <b>Violation of a Subdivision Law</b><br><br>A Law violation occurred on the creation of the Property as its own parcel of Land. |                                   | The lesser of: <ul style="list-style-type: none"><li>• Your actual loss; or</li><li>• Policy Amount listed in your Policy Schedule.</li></ul> |
| 16. <b>Other defect affects the Title to the Property</b>  |                                   | The lesser of: <ul style="list-style-type: none"><li>• Your actual loss; or</li><li>• Policy Amount listed in your Policy Schedule.</li></ul> |

**UNKNOWN PROPERTY RISKS THAT MAY OCCUR BEFORE or AFTER THE POLICY DATE**

**PLEASE REFER TO THE POLICY SCHEDULE AND POLICY WORDING ISSUED TO YOU FOR DETAILS ON YOUR COVER.**

| <b>COVERAGE FEATURES</b>  | <b>LIMITATIONS AND EXCLUSIONS</b>  | <b>THE MOST WE WILL PAY</b>   |
|---|--|---|
| <p>17. Someone else claims an interest in your Property due to forgery, fraud or due to a mistake by a land titles office or the governmental authority</p>   |  | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss; or</li> <li>• Policy Amount listed in your Policy Schedule.</li> </ul> |
| <p>18. Someone else lodges a right or interest on the Title to the Property, after the Policy Date, which prevents you from becoming the registered owner</p> | <p>Coverage is <u>NOT</u> provided for interests or rights disclosed in the Public Record for the Property on the Policy Date.</p> | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss; or</li> <li>• Policy Amount listed in your Policy Schedule.</li> </ul> |
| <p>19. Someone else, after the Policy Date, builds a Structure, which Encroaches onto your Property</p>   | <p>Coverage does NOT extend to a boundary wall or fence.</p>   | <p>The lesser of:</p> <ul style="list-style-type: none"> <li>• Your actual loss; or</li> <li>• Policy Amount listed in your Policy Schedule.</li> </ul> |

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## What First Title Insurance for Vacant Land does NOT Cover

Some risks below are specifically excluded in the Policy Wording. Other risks are listed here to clarify commonly asked coverage questions. This list is not exhaustive.

Your Policy does NOT provide coverage for the following:

- Risks that do not cause a loss to you
- Risks which you create, allow or agree to
- Risks which are known to the you, but not to First Title
- Property damage
- Mine subsidence
- Environmental protection or conservation
- Further development of the Property
- The area outside the Property boundaries
- The streets, laneways or waterways that surround or touch the Property
- Asbestos
- Structures built on the Property that you have acquired
- Chemical contamination or pollution
- Business or commercial activities
- Utility company Easements and their rights to carry out works affecting your Title and/or Property (does not apply to coverage feature 3)
- Risks disclosed in a building inspection report, survey or contract to purchase the Property obtained by you prior to the Policy Date
- Risks typically covered by home and contents insurance
- Consequential loss

## Types of Properties Covered by First Title Insurance for Vacant Land

|                         |  |  |
|-------------------------|--|--|
| <b>Torrens Title</b>    | Property where you own the land.   | ✓  |
| <b>Strata Title</b>     | Property where you own the inside of a Structure ("Strata Unit"), but also share ownership for a portion of the external Property with another person, such as an apartment or duplex.   | This Important Information does not cover Strata Title. Please refer to the Important Information for our Strata Owners GOLD Policy. |
| <b>Old system Title</b> | Property registered under the old system of Property registration (prior to 1 January 1863) and not yet registered under the Torrens Title System.   | ✓  |
| <b>Leasehold Title</b>  | Property where you have the right to occupy Property for the length of the lease and you hold the Title as the registered proprietor.<br><br>This Property type is found in the Australian Capital Territory (ACT) as well as other locations. | ✓  |
| <b>Company Title</b>    | Property owned by a company where you own shares giving you rights to a particular apartment and use of the Land.  | X  |
| <b>Purple Title</b>     | Property owned by more than one individual and you own a portion of the shares in the Property.<br><br>This Property type is specific to Western Australia (WA).   | X  |
| <b>Moiety Title</b>     | Property owned by more than one person where you own shares giving you rights to a particular apartment and use of the Land.<br><br>This Property type is specific to South Australia (SA).  | X  |
| <b>Native Title</b>     | Property subject to Aboriginal and Torres Strait Islander rights and interests.  | X  |



## How Much does First Title Insurance for Vacant Land Cost?

| <b><u>Do you own a Property?</u></b>       |                |                |                |                |                |                |                |                |
|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Prices are inclusive of GST and Stamp Duty |                |                |                |                |                |                |                |                |
| <b>Property Value</b>                      | <b>NSW</b>     | <b>VIC</b>     | <b>QLD</b>     | <b>SA</b>      | <b>WA</b>      | <b>TAS</b>     | <b>NT</b>      | <b>ACT</b>     |
| <b>\$0 - \$500k</b>                        | \$463.58       | \$467.83       | \$463.58       | \$472.08       | \$467.83       | \$467.83       | \$467.83       | \$425.30       |
| <b>&gt;\$500k - \$750k</b>                 | \$627.62       | \$633.38       | \$627.62       | \$639.14       | \$633.38       | \$633.38       | \$633.38       | \$575.80       |
| <b>&gt;\$750k - \$1m</b>                   | \$745.30       | \$752.14       | \$745.30       | \$758.97       | \$752.14       | \$752.14       | \$752.14       | \$683.76       |
| <b>&gt;\$1m - \$1.25m</b>                  | \$919.72       | \$928.16       | \$919.72       | \$936.60       | \$928.16       | \$928.16       | \$928.16       | \$843.78       |
| <b>&gt;\$1.25m - \$1.5m</b>                | \$1,031.09     | \$1,040.55     | \$1,031.09     | \$1,050.00     | \$1,040.55     | \$1,040.55     | \$1,040.55     | \$945.95       |
| <b>&gt;\$1.5m - \$1.75m</b>                | \$1,093.58     | \$1,103.61     | \$1,093.58     | \$1,113.64     | \$1,103.61     | \$1,103.61     | \$1,103.61     | \$1,003.28     |
| <b>&gt;\$1.75m - \$2m</b>                  | \$1,249.79     | \$1,261.26     | \$1,249.79     | \$1,272.73     | \$1,261.26     | \$1,261.26     | \$1,261.26     | \$1,146.60     |
| <b>&gt;\$2m and above</b>                  | On Application | On Application | On Application | On Application | On Application | On Application | On Application | On application |

### Are you buying a Property?

Prices are inclusive of GST and Stamp Duty

| Purchase Price              | NSW            | VIC            | QLD            | SA             | WA             | TAS            | NT             | ACT            |
|-----------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>\$0 - \$500k</b>         | \$370.10       | \$373.49       | \$370.10       | \$376.89       | \$356.27       | \$373.49       | \$373.49       | \$339.54       |
| <b>&gt;\$500k - \$750k</b>  | \$495.78       | \$500.32       | \$495.78       | \$504.87       | \$475.02       | \$500.32       | \$500.32       | \$454.84       |
| <b>&gt;\$750k - \$1m</b>    | \$663.35       | \$669.44       | \$663.35       | \$675.52       | \$633.38       | \$669.44       | \$669.44       | \$608.58       |
| <b>&gt;\$1m - \$1.25m</b>   | \$830.91       | \$838.53       | \$830.91       | \$846.15       | \$791.71       | \$838.53       | \$838.53       | \$762.30       |
| <b>&gt;\$1.25m - \$1.5m</b> | \$979.45       | \$988.44       | \$979.45       | \$997.42       | \$931.95       | \$988.44       | \$988.44       | \$898.58       |
| <b>&gt;\$1.5m - \$1.75m</b> | \$1,039.85     | \$1,049.39     | \$1,039.85     | \$1,058.93     | \$988.44       | \$1,049.39     | \$1,049.39     | \$953.99       |
| <b>&gt;\$1.75m - \$2m</b>   | \$1,189.28     | \$1,200.19     | \$1,189.28     | \$1,211.10     | \$1,129.65     | \$1,200.19     | \$1,200.19     | \$1,091.08     |
| <b>&gt;\$2m and above</b>   | On Application | On Application | On Application | On Application | On Application | On Application | On Application | On Application |

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If your Conveyancing Practitioner assists you with ordering your Policy, they may receive a Report on Title fee from First Title. We offer this payment as acknowledgement of the time and expertise it takes your Conveyancing Practitioner to complete the due diligence process we require to purchase a First Title Policy.

## **Coverage Limitation**

The Policy Amount is based upon the value of the Property at the time you take out a Policy with us. The Policy Amount will increase with the fair market value of the Property up to a maximum of 200% of the initial Policy Amount. If you make a claim under the Policy, the Policy Amount will decrease by the value of payments we make to you. However, legal fees and expenses we incur defending the Title to the Property will not reduce the Policy Amount.

Payments made under the Policy will be limited to your actual loss.

First Title will pay the lesser of your actual loss and the Policy Amount subject to cover limitations noted in your Policy.

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## Claims

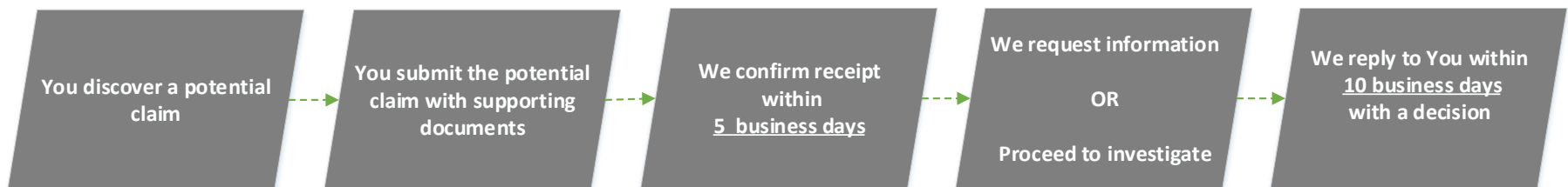
You must give us notice in writing of the claim promptly after you suffer a loss, or once you know about a matter that might result in a claim.

Claims you make against First Title are subject to the terms of your Policy.

### What should you do if a potential claim arises?

|               |  |
|---------------|--|
| <b>STEP 1</b> | <b>Take care of your safety.</b> If there is an emergency call 000.  |
| <b>STEP 2</b> | <b>Try to prevent further loss.</b> If a step you take affects our ability to settle the claim or recover the full amount of the loss suffered, our liability to you might be limited. To ensure this does not occur, we ask that you take care to prevent further loss. |
| <b>STEP 3</b> | <b>Contact us as soon as possible.</b> You must provide us with prompt notice of the claim. We have the right to limit our liability if you fail to notify us promptly of a claim and the delay results in additional loss.  |
| <b>STEP 4</b> | <b>Gather written documentation to support the claim.</b> All potential claims need to be documented. We can provide you with guidance on what documents are required for the potential claim as each claim is unique.   |
| <b>STEP 5</b> | <b>Provide us with your loss statement.</b> You must provide us with your loss statement within 90 days of the loss occurring.   |

### Lodging a potential claim



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## How you can submit a potential claim

1. You can submit a potential claim to us by sending the notice to:

**Claims Department**

**First American Title Insurance Company of Australia Pty Limited**

**PO Box 132, Chatswood NSW 2057 Australia**

2. You can contact our Customer Service Team by phone at 1300 362 178. The Customer Service Team will walk you through the steps required to lodge a potential claim.
3. You can complete the online claim form at [www.firsttitle.com.au/lodge-claim-form](http://www.firsttitle.com.au/lodge-claim-form) and we will be in touch with you to discuss the potential claim.

## Is a payment required when you lodge a potential claim?

There is no additional premium or money payable when you lodge a claim.

## Information to include in your potential claim submission

Basic document requirements:

1. Completed claim form with a statement detailing your claim;
2. Your Policy;
3. The amount of your actual loss and the method by which you calculated your actual loss (including proof of your actual loss);  
and
4. Documents to support the potential claim.

## Suggested documents to lodge with your potential claim

**NOTE** → This is for general guidance only. We may request additional information to allow us to investigate your potential claim. If you have additional questions about the claims process or the documents required to lodge a claim, feel free to contact our Claims Team or Customer Service Team.

To investigate all potential claims, we require a copy of the purchase documents for your Property. We may request these documents from your Conveyancing Practitioner.

| Claim Type   | Suggested Documents   |
|--|---|
| <p><b>1. Error made by Local Authority in reporting certain charges due in relation to the Property</b></p> <p>Charges covered include unknown and outstanding rates, charges, land tax payable for the Property due to an error by a Local Authority.</p>                     | <ul style="list-style-type: none"> <li>✓ Statement of outstanding rates, charges, Land tax payable for the Property.</li> <li>✓ Statement of adjustments completed by the Conveyancing Practitioner.</li> <li>✓ Relevant Certificate issued by the Local Authority and used by your Conveyancing Practitioner in determining liability between you and the seller of the Property.</li> </ul> |
| <p><b>2. Error made by Conveyancing Practitioner in reporting certain charges due in relation to the Property</b></p> <p>Charges covered include unknown and outstanding rates, charges, land tax payable for the Property due to an error by a Conveyancing Practitioner.</p> | <ul style="list-style-type: none"> <li>✓ Statement of outstanding rates, charges, Land tax payable for the Property.</li> <li>✓ Statement of adjustments completed by the Conveyancing Practitioner.</li> <li>✓ Relevant Certificate issued by the Local Authority and used by your Conveyancing Practitioner in determining liability between you and the seller of the Property.</li> </ul> |
| <p><b>3. Compulsory Land acquisition by the government</b></p> <p>Before you purchased the Property and without your knowledge, the government has the right to acquire all or part of the Property under relevant Laws.</p>   | <ul style="list-style-type: none"> <li>✓ Written documentation evidencing the Land acquired (or being acquired) by the government.</li> </ul>   |

| Claim Type   | Suggested Documents  |
|--|--|
| <p>4. <b>Boundary error or encroachment</b></p> <ul style="list-style-type: none"> <li>Someone else builds a Structure which encroaches on to the Property without your knowledge or consent; or</li> <li>The existing boundaries of the Property are incorrectly recorded with the land titles office.</li> </ul> | <ul style="list-style-type: none"> <li>✓ Boundary survey report prepared by a Registered Surveyor.</li> <li>✓ Where relevant, land titles office records.</li> </ul>                     |
| <p>5. <b>The registered owner of the Property does not match your Policy Schedule</b></p>  | <ul style="list-style-type: none"> <li>✓ A copy of the Title record for the Property.</li> <li>✓ Written documentation detailing the Title defect.</li> </ul>                            |
| <p>6. <b>Someone else has an interest or rights to the Property</b></p> <p>Someone else has a Mortgage, court order, Easement, lease, contract, option, right of possession or access rights to the Property.</p>  | <ul style="list-style-type: none"> <li>✓ A copy of the Title record for the Property.</li> <li>✓ Evidence of the 3<sup>rd</sup> party interest.</li> </ul>                               |
| <p>7. <b>Someone else lodges a right or interest on the Title to the Property which prevents you from becoming the registered owner</b></p>  | <ul style="list-style-type: none"> <li>✓ A copy of the Title record for the Property.</li> <li>✓ Evidence of 3<sup>rd</sup> party interest.</li> </ul>                                   |
| <p>8. <b>Marketability</b></p> <p>A Title defect allows another person to refuse to perform a contract to purchase, lease the Property or use the Property to secure a Mortgage.</p>   | <ul style="list-style-type: none"> <li>✓ Written documentation detailing the Title defect.</li> <li>✓ Report detailing the value of the Property with and without the defect.</li> </ul> |
| <p>9. <b>Fraud or forgery</b></p> <p>Someone else obtains an interest in the Property by:</p> <ul style="list-style-type: none"> <li>impersonation;</li> <li>duress;</li> <li>incapacity;</li> <li>incompetency; or</li> <li>fraud.</li> </ul>   | <ul style="list-style-type: none"> <li>✓ Written documentation detailing the fraud.</li> <li>✓ Copy of any police records documenting the fraud or forgery.</li> </ul>                   |

| Claim Type  | Suggested Documents  |
|---|--|
| <p><b>10. A document is not properly signed</b></p> <p>A document not properly signed affects your interest or rights to the Property.</p>  | <ul style="list-style-type: none"> <li>✓ A copy of the Title record for the Property.</li> <li>✓ Written documentation detailing the document not properly signed.</li> </ul>  |
| <p><b>11. Defective registration of a document</b></p> <p>Defect registration of a document affects your interest or rights to the Property.</p>  | <ul style="list-style-type: none"> <li>✓ A copy of the Title record for the Property.</li> <li>✓ Written documentation detailing the defective registration.</li> </ul>  |
| <p><b>12. Getting to and from your Property</b></p> <p>You do not have a legal right of access to and from the Property either on foot or by vehicle.</p>   | <ul style="list-style-type: none"> <li>✓ Plan created by a registered surveyor for the Property.</li> <li>✓ Any written documentation supporting lack of legal access to the Property</li> </ul>                               |
| <p><b>13. Restrictive Covenants, Restrictions or Easements</b></p> <p>There is an existing agreement or Restriction that does not appear in the Public Records for the use of the Land (in the above categories) that limits the use of the Property.</p>                                 | <ul style="list-style-type: none"> <li>✓ Evidence of the existing agreement.</li> <li>✓ Evidence of the use limitation and / or breach of Land use agreement for the Property.</li> </ul>                                      |
| <p><b>14. Use of the Property as your home</b></p> <p>A zoning violation or use restriction prohibits you from using to the Property as your home.</p> <p>For ACT properties only, there is a Crown Lease use covenant violation preventing you from using the Property as your home.</p> | <ul style="list-style-type: none"> <li>✓ Record from the Local Authority detailing the use allowance for the Property.</li> <li>✓ Written notification from the Local Authority the use of the Property is illegal.</li> </ul> |
| <p><b>15. Violation of a Subdivision Law</b></p> <p>A Law violation occurred on the creation of the Property as its own parcel of Land.</p>   | <ul style="list-style-type: none"> <li>✓ Record of Law that applies to the Subdivision.</li> <li>✓ Written evidence of violation of a Subdivision Law.</li> </ul>  |
| <p><b>16. Other defect affects the Title to the Property</b></p>  | <p>Please contact us to discuss a potential claim under this coverage feature.</p>   |



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| Claim Type  | Suggested Documents   |
|---|---|
| 17. Someone else claims an interest in your Property due to forgery, fraud or due to a mistake by the government.               | <ul style="list-style-type: none"> <li>✓ Written evidence of forgery, fraud and or mistake by the government.</li> </ul>  |
| 18. Someone else lodges a right or interest on the Title to the Property, which prevents you from becoming the registered owner | <ul style="list-style-type: none"> <li>✓ A copy of the Title record for the Property.</li> <li>✓ Evidence of 3<sup>rd</sup> party interest.</li> </ul>  |
| 19. Someone else, after the Policy Date, builds a Structure, which Encroaches onto your Property                                | <ul style="list-style-type: none"> <li>✓ Boundary survey report prepared by a Registered Surveyor.</li> <li>✓ Evidence that the Structure was built onto the Property without your knowledge or consent.</li> </ul> |

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## **What happens if we accept your claim?**

We will write to you with the outcome of your potential claim and advise you on the next steps. We must approve claim solutions and costs before you take action to resolve the claim.

## **Your loss statement**

You are required to provide us with a written statement to prove your claim of loss. Your written statement might include quotes from contractors, an appraisal by professional valuer or invoices, etc. Please contact us if you are uncertain of what to provide to support your claim of loss. We will assist you through this process.

## **Engaging contractors and other professionals**

We may require contractors and other professionals, such as a lawyer, to assist with providing a solution to your claim.

We may engage a lawyer to assist with your claim, but we do not select or engage contractors. First Title does not take responsibility for works undertaken by contractors.

You are responsible for selecting and engaging your preferred contractor subject to pre-approval of costs by us. You are also responsible for verifying a contractor is qualified to undertake the work required.

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## Settling claims and payments

If we accept your claim and your loss statement, we have options on how we can settle your claim.

| Settlement Option   | Example  |
|---|--|
| <b>1. Pay the claim against your Title</b>                      | You discover there are outstanding water rates owed for your Property that should have been paid by the previous owner. We might choose to pay the previous owner's portion of the water rates to ensure a lien is not placed on your Property Title.  |
| <b>2. Negotiate a settlement</b>                                | You discover a garage owned by your neighbour encroaches on to your Property. We might choose to negotiate a settlement with your neighbour for the removal of the garage.   |
| <b>3. Prosecute or defend a court case related to the claim</b> | Someone else claims to have an interest in the Title to your Property. We might choose to initiate or defend legal proceedings to protect the Title to your Property.  |
| <b>4. Pay you the amount required by the Policy</b>             | You discover that your Property is zoned commercial and the Local Authority says you cannot live in your Property. We may determine that your actual loss is the Policy Amount and we may pay you the Policy Amount listed in your Policy Schedule.  |
| <b>5. Take other action that will protect you</b>               | After acquiring your Property and before the Policy Date, you discover adverse circumstances related to a heritage listing applied to your Property by the Local Authority. We might choose to engage a local lawyer to assist with disputing the heritage listing with the Local Authority. |

If we pay you the maximum amount under a coverage feature, then we will no longer be liable to pay you under that coverage feature.

If we have paid you the Policy Amount in your Policy Schedule together with costs, legal fees and expenses incurred up to that time which we are obliged to pay, the Policy will be cancelled.

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We can end the duty to defend your Title by exercising any of our settlement options.

## Claims – Information About Our Obligations to You

- We will defend you, subject to the Conditions in the Policy Wording, against a challenge to your Title, which is based on a Covered Risk. We will pay the costs, legal fees, and expenses we incur in that defence.
- When we defend the Property Title, we will select the Lawyer.
- We will strive to ensure that your enquiries or complaints are resolved fairly and promptly.

## Claims – Information About Your Obligations to Us

- You must notify us within 90 days of a potential claim against your Policy.
- You must give us a written statement to prove your claim of loss.
- You must answer our questions truthfully.
- You must show us the documents that we request.
- You must cooperate with us and assist us with finalising your claim.
- You must transfer any right to recover money paid under the Policy to us.
- You must not settle a claim made against you and claimable under your Policy without our permission.

## Recoveries

When we settle your claim, we may decide to take action to recover money paid under your Policy. However, we are under no obligation to do so.

If we ask, you must transfer to us any right you have to recover money paid under the Policy. This includes the right to use your name in the recovery action.

You must cooperate and give us the information we require for the recovery action. You must not take action, which prejudices our right to recover. We can reduce our payment to you under the Policy if something you do impacts our ability to recover money paid to you under the Policy.

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## If You Sell Your Property

Your Policy will continue to protect you after you sell your Property. However, you cannot transfer the Policy to anyone else.

## Dispute Resolution

We have an internal and external dispute resolution process that is available to you.

If you have an enquiry about the insurance under this Policy or the handling of a claim, you should first contact the Manager, Claims Department or our Complaints Officer at the claims lodgment address, or by emailing or calling our Customer Service Team. Any dispute concerning the interpretation of the insurance Policy will be dealt with in accordance with the Laws of New South Wales.

First Title is a member of the Australian Financial Complaints Authority (AFCA), a dispute resolution service for consumers. You can approach AFCA to assist with resolving an insurance dispute.

You can lodge a complaint with AFCA in the following ways:

|                  |   |
|------------------|---|
| <b>Online</b>    | <a href="https://www.afca.org.au/make-a-complaint/complain/">https://www.afca.org.au/make-a-complaint/complain/</a> |
| <b>Email</b>     | <a href="mailto:info@afca.org.au">info@afca.org.au</a>  |
| <b>Mail</b>      | Australian Financial Complaints Authority Limited<br>GPO Box 3<br>Melbourne, VIC 3001                               |
| <b>Telephone</b> | 1800 931 678  |

For more information about the process of lodging a complaint with AFCA, please contact AFCA directly.

## Apply for First Title Insurance

You can apply for First Title insurance here: [www.firsttitle.com.au/RequestCover](http://www.firsttitle.com.au/RequestCover).

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If you need assistance with ordering First Title insurance, please contact our Customer Service Team at 1300 362 178 or [info@firstTitle.com.au](mailto:info@firstTitle.com.au).

## **How Can I Cancel My Policy?**

You can request to cancel your Policy by contacting our Customer Service Team within 14 days of the date on which we give you written confirmation of your purchase of the Policy. You cannot cancel your Policy if 14 days have lapsed since the Policy Date, or if you have made a claim under the Policy. On cancelling your Policy, we will refund to you the premium paid for the Policy less a fee of \$50 for our administrative costs.

## **Obligations Placed on Us as a Result of Trade Sanctions**

If we determine that you or any insured, additional insured, loss payee or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant trade sanction, we may be required to comply with the particular trade sanction. This may include blocking or freezing property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

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## Privacy Statement

We are committed to protecting the privacy of the personal information. That commitment is reflected in our compliance with the Australian Privacy Principles.

First Title collects personal information about you for the following purposes:

- to assess the request for insurance and to administer the Policy;
- to underwrite and price any Policy issued by us;
- to investigate, assess and pay any claim made by or against you;
- for the subsequent administration or variation of the Title insurance Policy;
- for reporting and enforcement activities in circumstances where we are required to report on claims to other parties or organisations which are part of the First Title Group;
- for claim recovery action in circumstances where First Title is entitled to recover its loss as a result of making payment on a claim;
- for a Title insurance purpose relating to you;
- to comply with legislative and regulatory requirements under the Privacy Act 1988 and Insurance Contracts Act 1984 as amended from time to time;
- in order to send you direct marketing communications. If you do not want us to use or disclose the personal information for direct marketing, please contact the Privacy Officer using the details set out below.
- In order to do the things set out above, we may collect personal information about you from the following entities, bodies or persons:
  - the representatives (such as the legal adviser/conveyancer or the broker) who are acting for you in a purchase or refinance and have been instructed by you to obtain a Title insurance Policy for the benefit.
  - government agencies such as a state or territory Land Titles office when we do a search of the Land Title over the Property in order to issue a Title insurance Policy.
  - the information we collect may also come to us through our website at [www.firstTitle.com.au](http://www.firstTitle.com.au) and/or through the use of our eTitle portal.

Unless we are required to or authorised by Law to disclose the personal information to other entities, bodies or persons, we usually disclose personal information to:

- 
- our own staff and contracted staff;
  - claims adjusters, Lawyers and others appointed by us or on behalf of us for claims-handling purposes;
  - our related entities;
  - our reinsurers and reinsurance brokers (which may include persons or entities located outside Australia); and
  - any distributors of the Policy or authorised representatives appointed by us.

By providing us with the personal information, you agree to us using and disclosing it as outlined in this statement.

If you do not provide all or some of the personal information requested, the application for insurance may not be accepted, or we may not be able to do the things set out above, or we may not be able to administer the Policy, or you may breach the Duty of Disclosure, the consequences of which are set out in paragraph 1.4 above.

We have a Privacy Policy, which contains information about how you may access the personal information about you that we hold and seek the correction of such information.

Our Privacy Policy also contains information about how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint.

For further details of First Title's Privacy Policy, or to request access to or correct the personal information, please email [privacy@firstTitle.com.au](mailto:privacy@firstTitle.com.au) or call our Privacy Officer on (02) 8235 4433.

First Title is likely to disclose personal information about you to a related body corporate who is likely to be located in the United States of America, Canada and India.

You can view our Privacy Policy online here: [www.firsttitle.com.au/contents/privacy-policy](http://www.firsttitle.com.au/contents/privacy-policy)